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Cox's EXOR. v. CROCKETT & Co.—Decided at Wytheville, August 1, 1895.—*Cardwell, J.*:

1. ASSIGNMENT—*Judgment—estoppel—res judicata.* Where the assignment of a chose in action is absolute in its terms, and judgment has been obtained thereon in the name of the assignor for the benefit of the assignee, which judgment has subsequently been declared void in a suit brought by the assignee to enforce the collection of said judgment out of the lands of the judgment debtor, the assignor of the debt is bound by the decree against his assignee, and is estopped from setting up said judgment as a *lien* on the lands of his judgment debtor, even though said assignment was merely a collateral security for a debt, or intended to carry only a partial interest. The assignor and assignee are at least privies in the transaction, and the question of the lien of said judgment is *res judicata*.

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THE SOUTHERN EXPRESS COMPANY v. COMMONWEALTH OF VIRGINIA, AT THE RELATION OF JAMES A. WALKER—Decided at Wytheville, August 1, 1895.—*Riely, J.*:

1. CONSTITUTIONAL LAW—*Sec. 1220 of Code constitutional—fines—forfeitures.* Section 1220 of the Code, imposing a forfeiture of not less than \$100 on express companies and others for excessive charges, one-half of which is given to the informer, is not in conflict with Sec. 7 of Art. VIII. of the Constitution of the State. The fines mentioned in the Constitution are the fines imposed by law as a punishment for crime, and do not include forfeitures recoverable in a civil action. But even if such forfeitures are embraced within the Constitutional provision, the Legislature has power to give one-half to the informer as expense of recovery. The fine dedicated to the literary fund is the State's part of the recovery.

2. CONSTITUTIONAL LAW—*Legislative discretion—maximum fines—excessive verdicts.* The imposition and regulation of fines is within the discretion of the Legislature, and its discretion will not be questioned by the courts except where the minimum penalty is so excessive as to shock the sense of mankind. Section 1220 of the Code is not in conflict with sec. 11, Art. I. of the Constitution forbidding excessive fines; and the fact that no *maximum* fine is fixed by the section does not render the act unconstitutional. Excessive verdicts are under the control of the courts.

3. CONSTITUTIONAL LAW—*Operation of amendment VIII of Constitution of the U.S.* Art. VIII of Amendments to the Constitution of the United States has reference solely to the powers exercised by the Government of the United States, and does not apply to the powers exercised by the State governments.

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MORGAN v. GLENDY AND OTHERS.—Decided at Wytheville, August 8, 1895.—*Keith, P.*:

1. TRUSTEES—*Conveyance to secure creditors—trustee a creditor—mortgage—sale by trustee.* A conveyance to trustees to secure creditors, amongst whom are the trustees themselves, is in legal effect a mortgage, and the regular course of procedure